# TRANSRECKON

# USER MANUAL

**(Revision EN-1.0.0)**

# TransReckon

## USER MANUAL

# Table of contents

**ABOUT THIS MANUAL** ..... 5
**Credits** ..... 6
**Preamble** ..... 7
**System requirements** ..... 8
**Installation** ..... 8
**Demo version** ..... 8
**Full version** ..... 9
How to authorize the software by using codes ..... 9
How to authorize the software by using a Key File ..... 10
**Overview** ..... 11
**Quick Start Guide** ..... 12
**Attack** ..... 14
**Sustain** ..... 15
**Input** ..... 18
**Output** ..... 19
**Appendix: End User License Agreement (EULA)** ..... 20

# ABOUT THIS MANUAL

The information in this document is subject to change without notice and does not represent a commitment on the part of Philippe DECUYPER (eaReckon).

**Some screenshots in this manual may show the interface of 3rd party products that are not delivered with this eaReckon product.**

In addition, screenshots included in this manual may differ slightly from the actual product.

THE SOFTWARE DESCRIBED IN THIS DOCUMENT IS FURNISHED UNDER A LICENSE AGREEMENT OR NONDISCLOSURE AGREEMENT. THE SOFTWARE MAY BE USED OR COPIED ONLY IN ACCORDANCE OF THE TERMS OF THE AGREEMENT.

PHILIPPE DECUYPER (EARECKON) MAKES NO WARRANTY OF ANY KIND WITH REGARDS TO THIS MATERIAL, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. PHILIPPE DECUYPER WILL NOT BE LIABLE FOR ERRORS CONTAINED HEREIN OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF THIS MATERIAL.

---

**eaReckon** and the **eaReckon logo** are trademarks of **Philippe DECUYPER**.

**VST** is a trademark of **Steinberg Media Technologies** GmbH.

**Microsoft** and **Windows** are either registered trademarks or trademarks of **Microsoft Corporation** in the United States and/or other countries.

**Apple**, **Mac**, **Mac OS** and **Audio Unit** are trademarks of **Apple Computer**, Inc., registered in the U.S. and other countries.

**Intel** is a trademark of **Intel Corporation** in the U.S. and/or other countries.

**Other company and product names are trademarks or registered trademarks of their respective owners.**

---

**This manual is copyrighted © 2014 Philippe DECUYPER (eaReckon).**
No part of this document may be transmitted in any form or by any means, electronic or mechanical, including photocopying and recording, for any purpose without the express written permission of Philippe DECUYPER.

# Credits

| | |
|---|---|
| Conception, Development & Artwork | **Philippe DECUYPER** |
| English manual correction | **John BRANER** |

## BETATESTERS

Far more than just a dream team of bug hunters... **THANK YOU SO MUCH !**

**John BRANER, Serge GORA, Jörg HARKENER, Brad HOLLAND, Jerry MATEO, Arie VAN DER POEL.**

## ADDITIONAL THANKS

**Marie MASSON** and **Lucas DECUYPER** for their support and patience.

The **TOONTRACK** team
Special thanks to **Mattias EKLUND, Rogue MARECHAL**, **Erik PHERSSON** and **Andreas SUNDGREN**.

**Dax LINIERE** (Puzzle Factory) for his suggestions on the MBS module.

**Benoit DELAPORTE**

## THIRD PARTY TECHNOLOGY

- **VST** Plug-In Technology by **Steinberg Media** Technologies GmbH.

- Audio Unit version implemented using **Symbiosis** version 1.2
  Copyright (c) 2010 - **NuEdge Development / Magnus Lidström**. All rights reserved.
  Symbiosis is released under the "New Simplified BSD License".

# Preamble

A transient can be defined as a short and significant oscillation in an audio signal.
In practice, a transient occurs during the first milliseconds of a percussive sound such as the impact of a stick on a drum element, a pick striking a guitar string, or the consonants when we speak.
Removing transients in a musical context would be like speaking without consonants.
Transients have an important role in our perception of sounds, their definition and presence.

It is possible to process transients with classic dynamics effects.
A compressor with a long enough attack time can preserve transients produced by a snare drum while compressing the following part of hits. It is a very efficient way to get the 'snap' of a snare drum or to increase the 'beater' sound of a kick drum.
We can also attenuate transients by using a look-ahead limiter which has a theoretical null attack time.

However, a compressor, a gate or any other classic dynamics effect rely on a defined threshold which is set depending on the incoming signal. If the input level is modified later or if your drummer does not hit his drums at a constant velocity (which is usually a good idea, musically speaking), the transients processing can be more complex to achieve.

A transient processor like TransReckon does not depend on the level of the incoming signal.

TransReckon will help you to add punch to your drum lines or put some instruments forward (or backward) in an extremely efficient way and with unexpected ease.

Also, 'Length' and 'Sensivity' controls will let you reduce eventual artefacts when processing some specific instruments. These parameters and the 'Sustain 'Flat' mode make TransReckon very flexible as well. In short…

- Add punch to your drums and percussive instruments.
- Add life to your mixes.
- Isolate the prominent elements of an existing loop.
- Give more presence to an acoustic guitar or tame the peaks produced by an enthusiastic rhythm guitarist.
- Add a gate effect to a natural reverb and/or simulate a pre-delay effect on it.
- Tweak the envelope of an electronic drum sound.
- … Be creative!

**Philippe DECUYPER**

# System requirements

PC:

| | |
|---|---|
| Operating system : | Windows XP, Windows Vista, Windows 7 or Windows 8 (32 or 64 bits) |
| Processor : | Pentium IV or Athlon (minimum) |
| RAM : | 1 Gb (minimum) |

Mac:

| | |
|---|---|
| Operating system : | Mac OS X (10.5, 10.6, 10.7, 10.8) |
| Processor : | Intel Core 2 Duo (recommended) |
| RAM : | 1 Gb (minimum) |

TransReckon is a 32/64bit VST plugin for Windows and a 32/64bit VST/Audio Unit plugin for Mac.
A compatible host is required to load it.
Internet access is required to authorize the software (if TransReckon is installed on a computer that does not have internet access, you can use another computer to get authorization codes).

# Installation

TransReckon is delivered as multiple setup applications.
Double-click on the setup file that matches your system, and you will be guided through the installation process.

The installation of a plugin implies acceptance of the End User License Agreement (EULA).

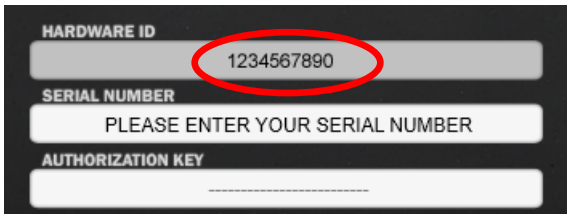
**Demo version**

Once installed, demo versions are ready to be used. This manual is related to the full version and some features described here are not available in the demo version.
Demo and Full version are different executable files. There's no possibility to "transform" Demo version to Full version.
If you want to purchase the full version of TransReckon, please go to www.eareckon.com. A link to the full version setup application will be sent by email after your purchase is validated.

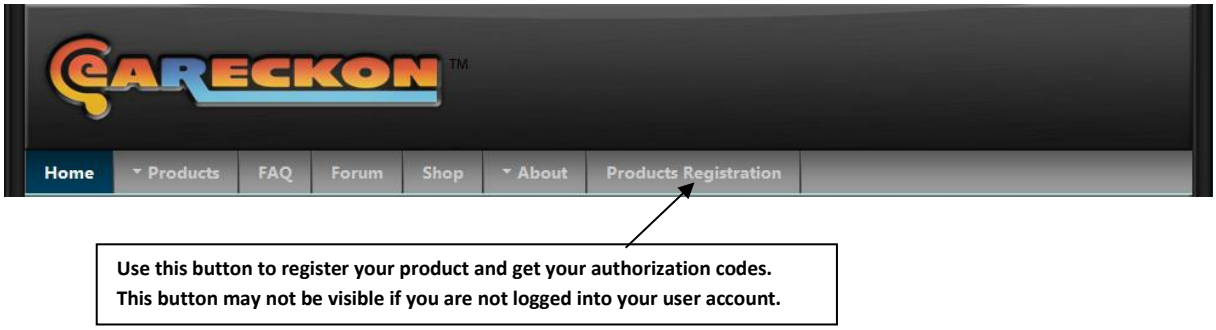
## Full version

How to authorize the software by using codes

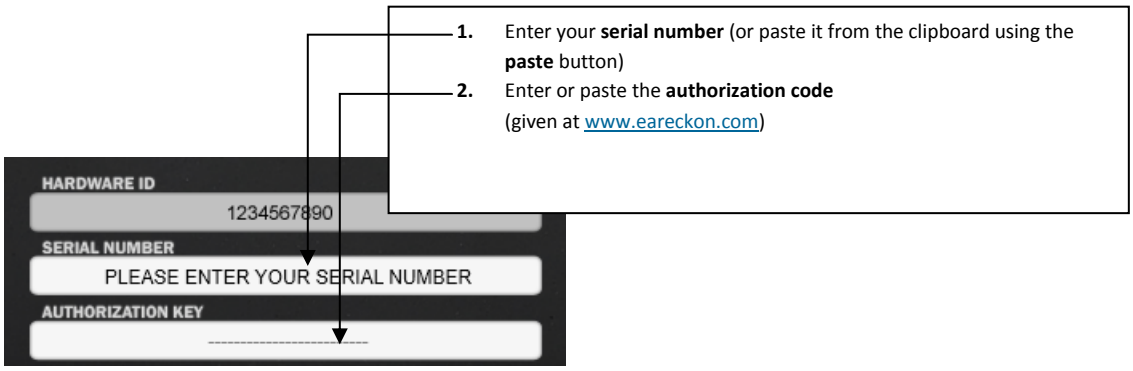
1. Before using an eaReckon plugin, you need to register and authorize it. To do so please **load** the **plugin** in your favorite host. The plugin will display your **Hardware ID**.




2. Go to www.eareckon.com.
   Create and/or log into your **user account** to **register** your product and get your **Authorization Code** (your Hardware ID is required).
   Your **customer account** (used to purchase products from the online shop) and your **user account** (used to register and authorize your products) are different things.




3. Enter your **serial number** and **authorization code** in the plugin.

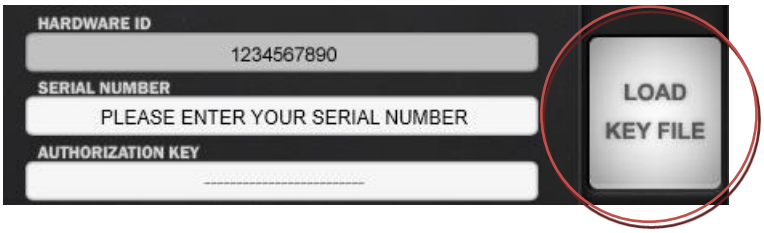

1. Enter your serial number (or paste it from the clipboard using the paste button)
2. Enter or paste the authorization code (given at www.eareckon.com)
HARDWARE ID
1234567890
SERIAL NUMBER
PLEASE ENTER YOUR SERIAL NUMBER
AUTHORIZATION KEY

How to authorize the software by using a Key File

Once your serial number is registered in your eaReckon user account and as soon as your personal information has been (manually) checked by eaReckon, a Key File will be available in your « Products Registration » page at www.eareckon.com).

This file is an easy way to authorize the software on several computers without having to request a new authorization code. Validity of this key file is not time limited.
This file does not contain explicit personal data. However, eaReckon will have the possibility to identify the user who downloaded this "watermarked" file.
**You are responsible for making sure this file does not get into illegal circulation**.

To authorize the software by using a Key File, please press the « Load Key File » button and select your Key File (downloaded from your user account at www.eareckon.com).




**Thank you for taking the time to install and authorize your product!**

# Overview

**Bypass**

Use this switch to disable the effect and create a direct link between the inputs and the outputs.

This can be practical for a quick « dry/wet » comparision.

When TransReckon is bypassed, the LED meter gives an indication on the level of the input signal.

**Listen**

Activate this option to monitor only the transients. The 'Listen' mode is a very efficient way to fine tune the 'Sens' and 'Length' parameters of the 'Attack' section.

**Presets**

Click on this box to access presets.
Even if these presets help to quickly set TransReckon for a specific task, you will probably have to fine tune some parameters (Attack 'Sens' and Sustain 'Sens' especially) in order to get the best results.

Click on one of these buttons to quickly call the previous or next preset in the list.

**Link LR**

Disable this option to process Left and Right channel independently.

**Limit**

You can activate a brickwall limiter (0dB) in order to avoid eventual digital clipping.

**Input Level**

**Output Level**

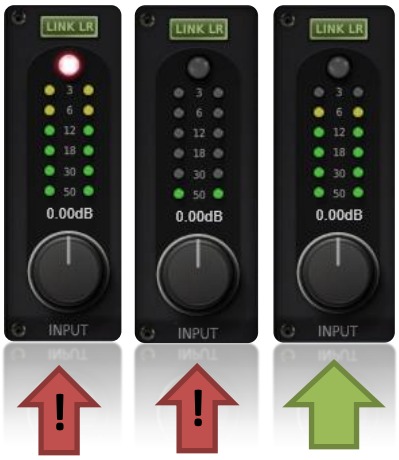
**« Attack » section**

**« Sustain » section**

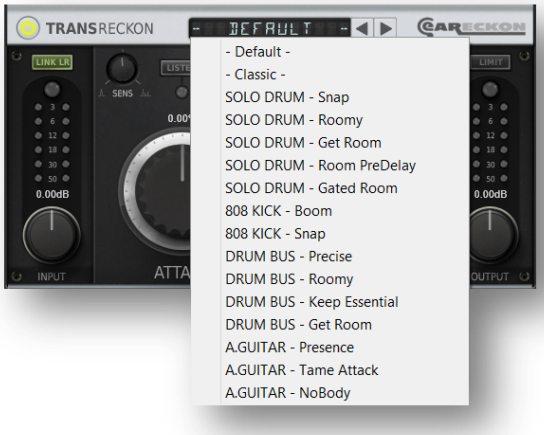
# Quick Start Guide

1. Feed TransReckon with an isolated drum element such as a snare or a kick drum.

2. Adjust the **input level** and watch the input meter.
   The big red LED should not be triggered and the signal should not be too weak.




3. Select a **preset** that matches your source signal.




4. Use the big **Attack and Sustain knobs** to shape your instrument differently.

5. Adjust the **output level** to get a consistent output signal while avoiding potential clipping issues.

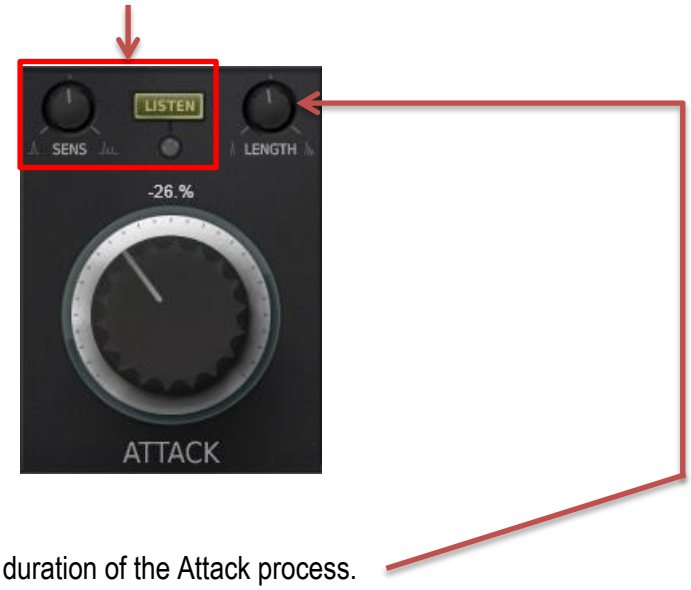
Feel free to try this same procedure with a different source signal such as a drum bus, an existing loop, an acoustic guitar, …

# Attack

The attack circuit provides controls to adjust the detection of transients in the incoming signal. You can then increase or decrease the transients level.

The detection circuit reacts to fast and significant level increases of the input signal.
The '**Sens**' parameter can be used to adjust the sensitivity of the detection circuit.
You can reduce the value of this parameter to avoid artefacts (when the incoming signal is made of a regular and strong enough oscillation – as in the case of a struck chord on a guitar for example).

By activating the '**Listen**' mode you can monitor transients as they are detected by the detection circuit. It should help you to fine tune the detection sensitivity more easily.




The '**Length**' parameter lets you set the duration of the Attack process.
Again, the 'Listen' mode can help you to fine tune this parameter.

The **Blue LED** (located under the 'Listen' button) will flash each time a transient is detected.
Its intensity will give an indication on the significance of the detected transient.
If this light is always off or, on the contrary, if it is constantly on (with a low intensity), you should probably set the 'Sens' parameter (and eventually "Length") differently to get better results.
However, please note that some instruments do not generate obvious transients (like a warm pad with a slow attack time, for example).

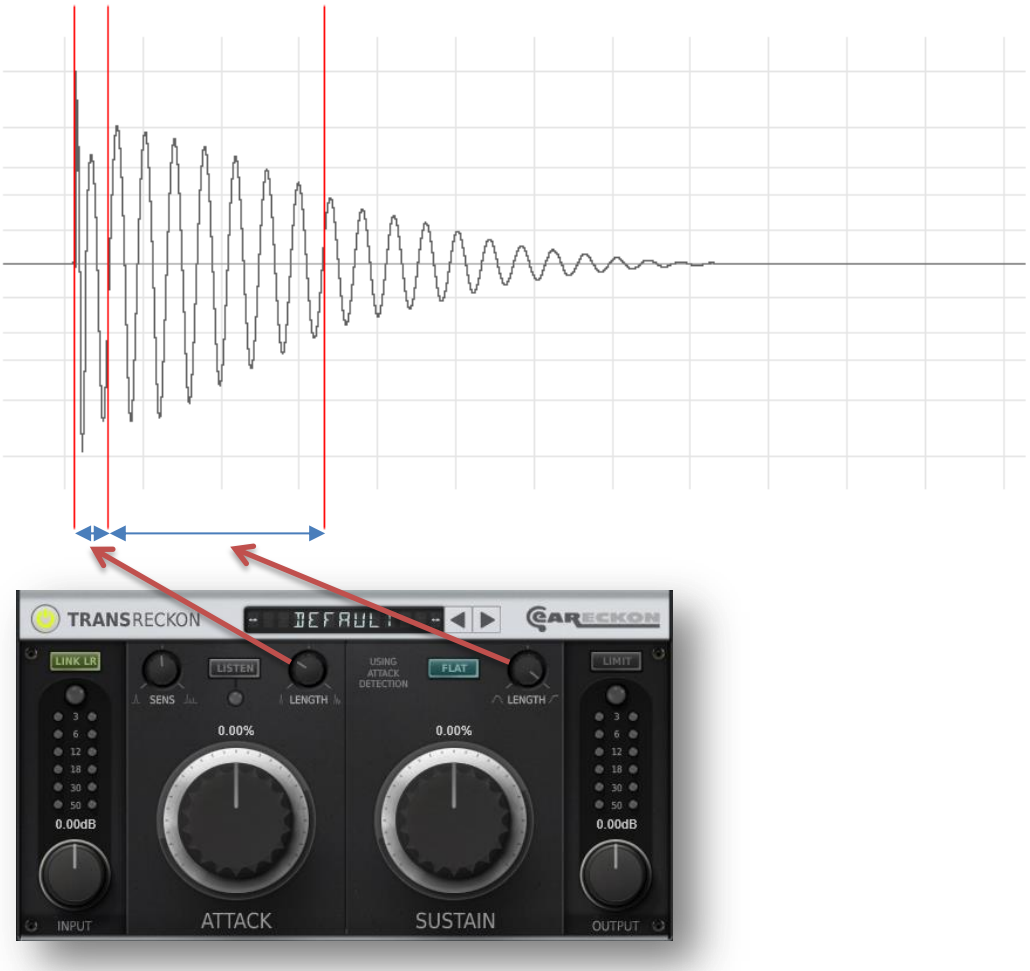
# Sustain

The Sustain part of TransReckon offers two distinct modes.

### « Flat » Mode


In this mode, both the Attack and Sustain parts of the plug-in use the **same detection circuit** (as defined in the Attack section).
Basically, the sustain part will process everything following a transient in the incoming signal.
The 'Length' parameter can be used to set the Sustain process duration.

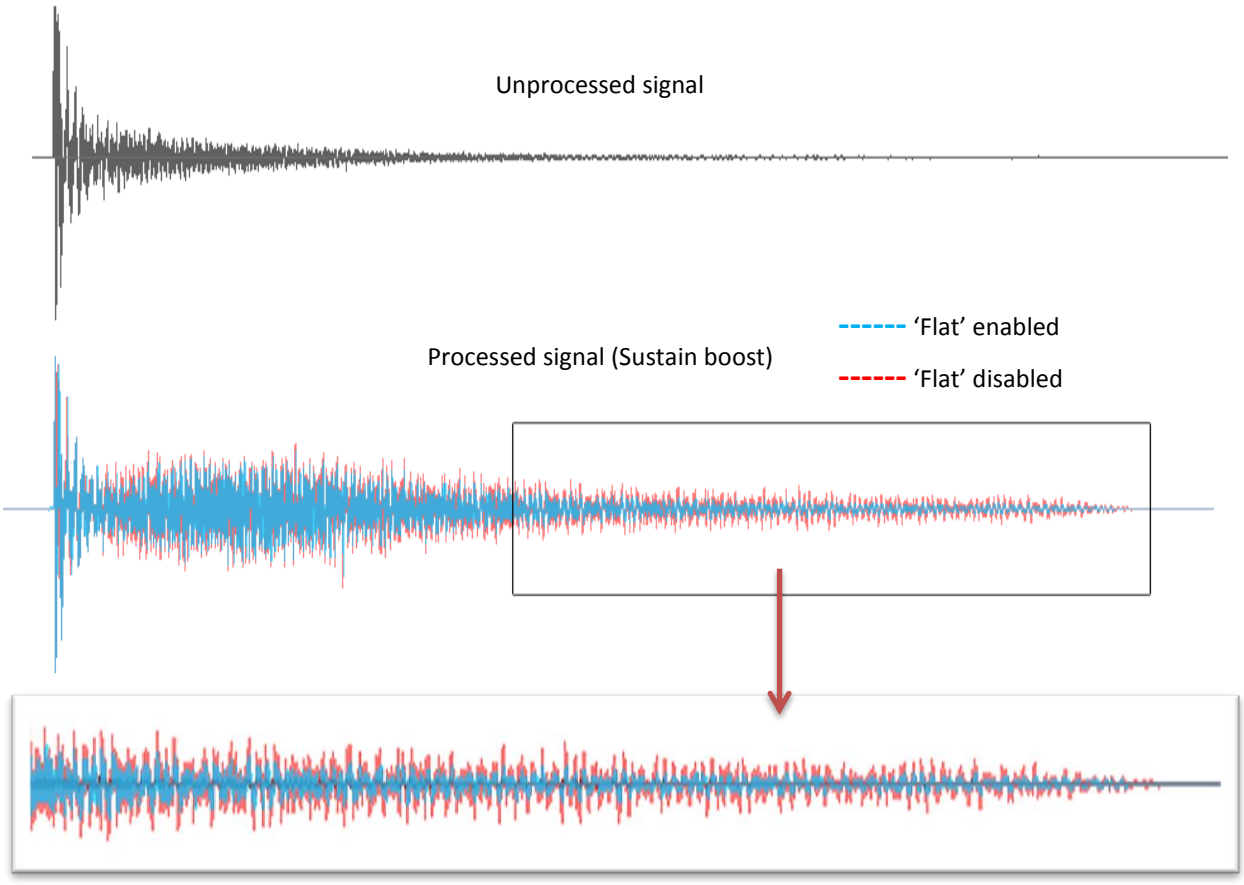
The Sustain length can be set as "infinite" (by turning the Length knob all the way clockwise). In this case, everything that is not detected as a transient by the Attack circuit will be processed by the Sustain part of TransReckon.



### Classic Mode


When the ‘Flat’ option is disabled, the Sustain part uses **its own detection circuit**.
A new sensitivity (‘Sens’) control is then available.

Results are different in ‘Flat’ and ‘Classic’ Sustain modes.
In ‘**Flat**’ mode, the gain applied by the Sustain part after the detection of a transient by the Attack part is quite… flat (as it does not depend on the incoming signal).
With the ‘Flat’ option disabled, the detection circuit of the Sustain part is sensitive to significant level decreases of the incoming signal. The applied gain being dependent on this decreasing signal, is then more progressive.
The following illustration shows the impact of the ‘Flat’ option. You can observe that the tail of our snare drum sound is more accentuated when the ‘Flat’ option is disabled.



The (Sustain) '**Sens**' parameter can be used to set the sensitivity of the Sustain detection circuit. Please note that this circuit does not detect transients but more directly what's coming just after transients.
By reducing this "sustain detection" sensitivity, the gain applied by the Sustain part will start to be effective some milliseconds after a transient occurred.
This delay could be considered as a problem but on the contrary, it adds creative possibilities.
If the characteristics of some instruments do not always allow the « Sens » parameter to be set to its maximum, then it's possible to activate the 'Flat' mode in order to avoid any unwanted delay in the Sustain process.

If the (Sustain) '**Length**' parameter is set full clockwise, the transients detected by the Attack part do not have any impact on the Sustain part. If this 'Length' parameter is set to a lower value, the gain applied by the Sustain part depends on both Attack and Sustain detection circuits.
In this case, the gain applied by the Sustain part is effective for a defined period of time ('Length') after a transient has been detected by the Attack part.
With the 'Flat' option disabled, the 'Length' parameter can then be used to avoid unwanted whooshing noise that can occur in the case of extreme settings (when the Sustain knob is set to a very high value).
In both Sustain modes, the Sustain 'Length' parameter can also be used to create a 'gate' effect.

# Input

As mentioned in a previous section of this manual, the detection of transients does not depend on input level.
However, if the incoming signal is extremely weak or too strong (> 0dB), the detection will not be optimal.
The **input level** can then be adjusted by a dedicated knob.

By activating the '**Link LR**' option, the strongest signal (left or right) is used by the detection circuits.
When the 'Link LR' option is disabled, left and right channels are processed independently, according to their respective levels.

# Output

The processed signal can potentially be boosted drastically, and therefore this output signal can occasionally reach a level which is far above 0dB (possible digital clipping).
On the other hand, by reducing the Attack and/or Sustain level, the processed signal can be weak.
A dedicated knob can then be used to adjust the **output level**.

You can activate the integrated brickwall **limiter** (0dB) in order to avoid strong peaks that could be responsible for a clipping issue (while you are setting some parameters, for example)

Please note that when this limiter is activated, a latency of 12 samples is reported to (and eventually compensated for by) your host.
When the limiter is disabled, the reported latency is null.

# Appendix: End User License Agreement (EULA)

## IMPORTANT LEGAL NOTICE

CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT BEFORE YOU START USING THE SOFTWARE. BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, YOU CONSENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, CANCEL THE INSTALLATION OF THE SOFTWARE AND DO NOT INSTALL THE SOFTWARE.
AFTER ACCEPTING THE LICENSE AGREEMENT YOU HAVE THE RIGHT TO USE THE SOFTWARE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.

## 1. DEFINITIONS

**1.1** **Software** means software including any Updates, User Manual and related materials.

**1.2** **the Rightholder** (owner of all rights, whether exclusive or otherwise to the Software) means Philippe DECUYPER, a registered “auto-entrepreneur” as defined by the laws of France. The Rightholder may be referenced as “eaReckon”, a trademark of Philippe DECUYPER.

**1.3** **Computer(s)** means hardware(s), including personal computers, laptops, workstations, or other electronic devices for which the Software was designed where the Software will be installed and/or used.

**1.4** **End User (You/Your)** means individual(s) installing or using the Software on his or her own behalf or who is legally using a copy of the Software; or, if the Software is being downloaded or installed on behalf of an organization, such as an employer, *"You"* further means the organization for which the Software is downloaded or installed and it is represented hereby that such organization has authorized the person accepting this agreement to do so on its behalf. For purposes hereof the term *"organization"* without limitation, includes any partnership, limited liability company, corporation, association, joint stock company, trust, joint venture, labor organization, unincorporated organization, or governmental authority.

**1.5** **Partner(s)** means organizations or individual(s), who distributes the Software based on an agreement and license with the Rightholder.

**1.6** **Update(s)** means all upgrades, revisions, patches, enhancements, fixes, modifications, copies, additions or maintenance packs etc.

**1.7** **User Manual** means user manual, administrator guide, reference book and related explanatory or other materials.

## 2. GRANT OF LICENSE

The Rightholder hereby grants You a non-exclusive license to store, load, install, execute, and display (to “use”) the Software provided You comply with all terms and conditions of this EULA.

**2.1. INSTALLATION**
You may install and use the Software on more than one computer only if these computers form a single production unit or constitute separate workstations necessary for the task at hand and belong to the same owner. The number of concurrent installations is limited by the authorization process and this number may be changed without notice.

### 2.2 COPY

You have the right to make a copy of the Software solely for back-up purposes and only to replace the legally owned copy if such copy is lost, destroyed or becomes unusable. This back-up copy cannot be used for other purposes and must be destroyed when You lose the right to use the Software or when Your license is terminated for any reason according to the legislation in force in the country of Your principal residence or in the country where You are using the Software.

### 2.3 NO RENTAL

You may not rent, sell, lease or lend, the Software. You may not modify or create derivative works based on the Software in whole or in part. You may not permit third parties to benefit from the use of functionality of the Software through a timesharing, service bureau or other arrangement.

### 2.4 TRANSFER

You may move the Software to a computer which You own other than the computer on which the Software was originally installed provided the provisions of Item 2.1 are complied with. You may not transfer the Software or this EULA to another End User. Exceptions may be granted at our discretion if You request such consent prior to concluding arrangements with the party interested in acquiring the Software and EULA.

### 2.5 NOT FOR RESALE SOFTWARE

Software identified as “Not for Resale”, “NFR”, "Evaluation Copy", or “Demo” is collectively referred to herein as “Demo Software”. Only Software which is registered with the Rightholder will be fully functional and You are granted the warranties and remedies herein only with respect with to registered Software. All other Software not registered will also be deemed Demo Software. Notwithstanding anything to the contrary herein, Demo Software:

(i) may not be used for any purpose other than demonstration, test or evaluation;

(ii) will not have all the functionality or features of the registered Software;

(iii) is provided with no representations or warranties whatsoever, but is provided solely on an “AS IS” basis; and

(iv) will not be provided any support or maintenance, and You will receive no upgrades, updates or supplements for the Demo Software.

Furthermore, notwithstanding anything to the contrary herein, You are not entitled to any remedies, monetary or replacement, with respect to Demo Software provided to You. Although the Demo Software does not have all the rights of the fully registered Software, You nevertheless agree to be bound by any obligation and acknowledgement herein which is applicable to any Demo Software.

## 3. TERMS OF USE

You may only use the Software only for the purpose of composing musical arrangements and giving live performances.

## 4. LIMITATION ON REVERSE ENGINEERING, DECOMPILING, COPYING AND DISASSEMBLY

You may NOT reverse engineer, decompile, copy or disassemble the Software.

## 5. TERMINATION

Without prejudice to any other remedy in law or in equity that the Rightholder may have, in the event of any breach by You of any of the terms and conditions of this Agreement, the Rightholder shall at any time without notice to You be entitled to terminate this License to use the Software without refunding the purchase price or any part thereof.

## 6. CONSENT TO USE OF DATA

You agree that the Rightholder and its affiliates may collect, store and use information about You as a person including Your name, address, email address and payment history, and Your computer as part of registration and/or authorization process and to provide support services related to the Software. The Rightholder will take customary industry measures to assure that the information stored in the Rightholder's database about You and Your computer cannot be used to identify You or Your Computer. The Rightholder may engage other companies and individuals ("subcontractors") to perform functions on its behalf, such as payment processing, order fulfilment, marketing programs and customer service. The Rightholder may share Your information with such subcontractors in order to perform these and other functions. The Rightholder also may transfer this information to a third party who purchases eaReckon or the division distribution of the Software. For more detailed information on the collection, use and transfer of Your personal information, and for information on how to opt out of or unsubscribe from the communications described above, please read the eaReckon privacy policy on the eaReckon website (http://www.eareckon.com).

## 7. UPGRADES – UPDATES – SUPPLEMENTS

This EULA applies to upgrades, updates or supplements to the original Software provided by the Rightholder, unless other terms are provided along with the upgrade, update or supplement. Such upgrades, updates and supplements may include a separate end user license agreement ("Component Agreement") which You must review and agree to before using any such upgrade, update or supplement. In the event of any inconsistencies between this EULA and any Component Agreement, the terms of this EULA shall control.

## 8. OWNERSHIP

The Software is protected by copyright and other intellectual property laws and treaties. The Rightholder or its suppliers own the title, copyright, and other intellectual property rights in the Software. Any copy of the Software You make must contain the same proprietary notices as contains in the original copy delivered to You.

## 9. LIMITED WARRANTY AND DISLCAIMER

**9.1** You acknowledge, accept and agree that no software is error free and You are advised to back-up the Computer, with frequency and reliability suitable for You.

**9.2** The Rightholder does not provide any guarantee that such-and-such 3rd party product (a "plugin", for example) will work correctly with the Software.

**9.3** THE SOFTWARE IS PROVIDED "AS IS" AND THE RIGHTHOLDER MAKES NO REPRESENTATION AND GIVES NO WARRANTY AS TO ITS USE OR PERFORMANCE. EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM THE EXTENT TO WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW THE RIGHTHOLDER AND ITS PARTNERS MAKE NO WARRANTY, CONDITION, REPRESENTATION, OR TERM (EXPRESSED OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER INCLUDING, WITHOUT LIMITATION, NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, SATISFACTORY QUALITY, INTEGRATION, OR APPLICABILITY FOR A PARTICULAR PURPOSE. YOU ASSUME ALL FAULTS, AND THE ENTIRE RISK AS TO PERFORMANCE AND RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE SOFTWARE. WITHOUT LIMITING THE FOREGOING PROVISIONS, THE RIGHTHOLDER MAKES NO REPRESENTATION AND GIVES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR THAT THE SOFTWARE WILL MEET ANY OR ALL YOUR REQUIREMENTS WHETHER OR NOT DISCLOSED TO THE RIGHTHOLDER.

## 10. EXCLUSION AND LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE RIGHTHOLDER OR ITS PARTNERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR LOSS OF PRIVACY, FOR CORRUPTION, DAMAGE AND LOSS OF DATA OR PROGRAMS, FOR FAILURE TO MEET ANY DUTY INCLUDING ANY STATUTORY DUTY, DUTY OF GOOD FAITH OR DUTY OF REASONABLE CARE, FOR NEGLIGENCE, FOR ECONOMIC LOSS, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATON, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, OR ARISING OUT OF ANY BREACH OF CONTRACT OR ANY TORT (INCLUDING NEGLIGENCE, MISREPRESENTATION, ANY STRICT LIABILITY OBLIGATION OR DUTY), OR ANY BREACH OF STATUTORY DUTY, OR ANY BREACH OF WARRANTY OF THE RIGHTHOLDER OR ANY OF ITS PARTNERS, EVEN IF THE RIGHTHOLDER OR ANY PARTNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE THAT IN THE EVENT THE RIGHTHOLDER AND/OR ITS PARTNERS ARE FOUND LIABILE, THE LIABILITY OF THE RIGHTHOLDER AND/OR ITS PARTNERS SHALL BE LIMITED BY THE COSTS OF THE SOFTWARE. IN NO CASE SHALL THE LIABILITY OF THE RIGHTHOLDER AND/OR ITS PARTNERS EXCEED THE FEES PAID FOR THE SOFTWARE TO THE RIGHTHOLDER OR THE PARTNER (AS MAY BE APPLICABLE).

NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS ANY CLAIM FOR DEATH AND PERSONAL INJURY. FURTHER IN THE EVENT ANY DISCLAIMER, EXCLUSION OR LIMITATION IN THIS AGREEMENT CANNOT BE EXLUDED OR LIMITED ACCORDING TO APPLICABLE LAW THEN ONLY SUCH DISCLAIMER, EXCLUSION OR LIMITATION SHALL NOT APPLY TO YOU AND YOU CONTINUE TO BE BOUND BY ALL THE REMAINING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS.

## 11. THIRD PARTY LICENSES

The Software may include some software programs that are licensed (or sublicensed) to the user under the Mozilla Public License 1.1 (MPL 1.1 – Mozilla Foundation) or other similar free software licenses which, among other rights, permit the user to copy, modify and redistribute certain programs, or portions thereof, and have access to the source code ("Open Source Software"). If such licenses require that for any software, which is distributed to someone in an executable binary format, that the source code also be made available to those users, then the source code should be made available by sending the request to info[AT]eareckon[DOT]com or the source code is supplied with the Software. If any Open Source Software licenses require that the Rightholder provide rights to use, copy or modify an Open Source Software program that are broader than the rights granted in this Agreement, then such rights shall take precedence over the rights and restrictions herein.

## 12. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of France without reference to conflicts of law rules and principles.

Any dispute arising out of the interpretation or application of the terms of this Agreement or any breach thereof shall, unless it is settled by direct negotiation, be settled by in the Tribunals of Lille, France.

## 13. ENTIRE AGREEMENT – SEVERABILITY – NO WAIVER

This Agreement is the entire agreement between You and the Rightholder and supersedes any other prior agreements, proposals, communications or advertising, oral or written, with respect to the Software or to subject matter of this Agreement. You acknowledge that You have read this Agreement, understand it and agree to be bound by its terms. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable for any reason, in whole or in part, such provision will be more narrowly construed so that it becomes legal and enforceable, and the entire Agreement will not fail on account thereof and the balance of the Agreement will continue in full force and effect to the maximum extent permitted by law or equity while preserving, to the fullest extent possible, its original intent. No waiver of any provision or condition herein shall be valid unless in writing and signed by You and an authorized representative of the Rightholder provided that no waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach. The Rightholder's failure to insist upon or enforce strict performance of any provision of this Agreement or any right shall not be construed as a waiver of any such provision or right.

## 14. CONTACT INFORMATION

Should You have any questions concerning this Agreement, or if You desire to contact the Rightholder for any reason, please contact:

Philippe DECUYPER
(registered as an « auto-entrepreneur » - SIRET 518.286.794.00020)

E-mail : info[AT]eareckon[DOT]com
Web site : www.eareckon.com